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often said, becomes the principal debtor, and the mortgagor a surety for that debt. *George v. Andrews*, 60 Md. 26; *Poe v. Dixon*, 60 Ohio St. 124. As in other cases of suretyship, an extension of time made by the mortgagee-creditor to the grantee-principal, without the consent of the mortgagor-surety, will release the mortgagor. *Union Mutual Life Ins. Co. v. Hanford*, 143 U. S. 187. And this release is complete from all liability for any of the mortgage debt. *Calvo v. Davies*, 73 N. Y. 211. On the other hand, when the grantee does not assume the mortgage debt, but takes the premises subject to the mortgage, he is under no personal liability for that debt. *Elliot v. Sackett*, 108 U. S. 132; *Fiske v. Tolman*, 124 Mass. 254; *Metropolitan Bank v. St. Louis Dispatch Co.*, 149 U. S. 436. In such a case the land remains liable, and becomes, moreover, the primary fund for the payment of the debt. *McNaughton v. Burke*, 63 Neb. 704; *Lamka v. Donnelly*, 163 Ia. 255. Even here the land is considered the principal debtor and the mortgagor becomes the surety for the payment of the mortgage debt, with all the incidents and equities of a surety, *Sime v. Lewis*, 112 Minn. 403; or at least a quasi-surety. *Gottschalk v. Jungmann*, 79 N. Y. Supp. 551. But clearly the mortgagor is a surety only up to the value of the land; beyond this he is still the principal debtor. *Travers v. Dorr*, 60 Minn. 173; *Murray v. Marshall*, 94 N. Y. 611. Applying the doctrine of suretyship, that an extension of time given by the creditor to the principal without the consent of the surety discharges the surety, the mortgagor is discharged by an extension given to the grantee by the mortgagee. *Metzger v. Nova Realty Co.*, 214 N. Y. 26; *Travers v. Dorr*, *supra*; *Murray v. Marshall*, *supra*. But this release is only to the extent that the mortgagor is a surety, the value of the land at the time of the release. *Spencer v. Spencer*, 95 N. Y. 353; *Bunnell v. Carter*, 14 Utah 100. Refusing to extend the release this far, the court in *North End Savings Bank v. Snow*, 197 Mass. 339, states the rule to be that the release is only for the amount to which, by reason of the extension, the security falls short of the sum due on the note. In the principal case the court applied a statute providing in substance that if the creditor impairs or suspends his remedies or rights against the principal the surety is completely exonerated. The question whether or not this statute was but merely declaratory of the common law was not considered by the court. It is submitted that there was a misapplication of the statute and an extension of it far beyond its proper scope. The court ignored the rule so aptly stated in *Murray v. Marshall*, *supra*, that the mortgagor can be discharged only so far as he is a surety; he holds that position only up to the value of the land, and beyond that is still the principal debtor without any remaining equities.

MUNICIPAL CORPORATIONS—MUNICIPALITY CAN ACT BEYOND BOUNDARIES ONLY WHEN EMPOWERED.—A tax district, bordering on the water front, had power given by statute to make improvements "within the district." It was proposed to create a park, including a pleasure pier, 50 feet of which was to lie within the boundaries of the district and to extend 750 feet beyond the exterior boundary lines of the district into the ocean. A taxpayer seeks to

enjoin the issuance of bonds for such purpose. *Held*, that an injunction should be granted on the ground that a municipality is competent to act beyond its boundaries only in cases in which it is so empowered by legislative authority, or where the urgency of extrinsic expediency or necessity demand. *Mulville v. City of San Diego* (Cal., 1920), 192 Pac. 702.

The statute in the present case gave the district no authority to act beyond its boundaries. Since a municipal corporation is an agency of the state for local government, it is as a general rule restricted to its corporate limits in the exercise of its corporate powers. COOLEY ON MUNICIPAL CORPORATIONS, 139; *Houghton v. Huron Copper Mining Co.*, 57 Mich. 547; *Sweitzer v. Harrisburg*, 104 Va. 533. The taxing power of a municipality does not extend beyond its boundaries. *Gilchrist's Appeal*, 109 Pa. St. 600. The corporation boundaries usually mark the limit for the exercise of the police power by the municipality. COOLEY ON MUNICIPAL CORPORATIONS, 314; *Goss v. Corporation of Greenville*, 36 Tenn. 62. Where the municipality has power to construct a sewer it may, as an implied incident to such power, extend the sewer beyond its boundaries when necessary or manifestly desirable. *Coldwater v. Tucker*, 36 Mich. 474; *Shreve v. Town of Cicero*, 129 Ill. 226; *Cochran v. Village of Park Ridge*, 138 Ill. 295. In the case last cited the court said that a sewer extending outside the corporate limits was for the improvement and benefit of the municipality alone, and being here necessary to the municipality it was held to be a municipal improvement. Should such an argument be applied to the principal case, it would seem that the construction of the pier was not an improvement of the ocean, but was for the benefit of the municipality; inasmuch as the district was created for a pleasure resort, it might also be said to be a necessary improvement. Dillon is of the opinion that there are purposes for which a corporation may, without special grant, purchase and hold extra-territorial lands, as for a pest-house, cemetery, park, and like objects of municipal character. 3 DILLON ON MUNICIPAL CORPORATIONS [5th Ed.], 1567. The Wisconsin court has held that a municipality may maintain and operate a stone quarry outside of the city limits for municipal purposes. A classification that is given in this case appears to reconcile the many varied decisions better than any other that has been suggested. The distinction is that municipal authority in a governmental sense cannot be exercised outside the limits of the municipality; while municipal authority used in the mere exercise of a business function can be exercised outside of the limits of the municipality, providing such function comes within the scope of the city's corporate authority. *Schneider v. City of Menasha*, 118 Wis. 298. On the basis of the above distinction, it would appear that the principal case might well have been decided differently.

MUNICIPAL CORPORATIONS—UNDERTAKING ESTABLISHMENTS MAY BE CONTROLLED AND PROHIBITED UNDER POLICE POWER.—In an action brought by the proprietor of an undertaking establishment to enjoin the enforcement of an ordinance prohibiting the locating of such establishments outside of certain zones, *held*, the injunction must be denied because this ordinance comes